



M/F

WESTERN COALFIELDS LIMITED
(A SUBSISIARY OF Coal India Limited)

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES, NAGPUR - 44 0 001.
PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order No. 11000110160174

DT: 23.11.2020

SUPPLY ORDER

To,
M/s Eimco Elecon (India) Limited
Anand Sojitra Road,
Vallabh Vidyanagar - 388 120

Vendor Code: 508026
Vendor Category: Manufacturer
neerajbhatia@eimcoelecon.in

Dear Sir,

- Sub : Formal Order for supply of FRONT END LOADER with minimum 3M³ Bucket Capacity, and minimum Pay load capacity 3.3 Tonne.
- Ref : 1. WCL Tender Enquiry no: WCL-hq-pur-yvr-ra-e045-2020-21 (tender id 2020_WCL_176625_1) (F.N. E-129189) opened on 08.08.2020, Price bid / reverse Auction held on 27.08.2020
2. Your offer / Bid ID number: 534721 and subsequent submission of shortfall / confirmatory documents

This has reference to above. We are pleased to place Formal Order on you for the supply of FRONT END LOADER with minimum 3M³ Bucket Capacity, and minimum Pay load capacity 3.3 Tonne at the rates, following terms and conditions given and General terms and conditions of supply enclosed rates, following terms and conditions given:-

Description	Ordered qty (nos)	Unit FOR Destination Price Rs.	Extended value Rs.
Eimco Elecon (I) Ltd make Articulated Wheel Loader, model AL520, as per detailed technical specifications enclosed; Material code : 13646990011	14	27,51,000.00	3,85,14,000.00
GST @ 18%			69,32,520.00
Total cost of equipment			4,54,46,520.00

Total value: Rs. 4,54,46,520.00 (Rupees Four crores fifty four lakhs forty six thousand five hundred twenty only)

The Salient terms and condition of the order shall be as under:

- Price:** The Prices are FIRM on FOR Destination basis inclusive of packing & forwarding charges, Freight and transit insurance upto destination. Safe arrival of the consignment at destination shall be your responsibility.
- GST:** GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST applicable on equipment is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. You should upload the Tax Invoices/ Debit Note/ Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of you to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you.
- Delivery:** The delivery shall be completed Delivery to be completed within 6 months to be reckoned from the 7th day of order date. No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.

Grace Period: A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Neeraj Bhatia
Neeraj Bhatia

[Signature]

1/62

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for deliveries and not for offering stores for inspection (in cases of pre- dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.

If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.

The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

In case of scheduled delivery period, grace period shall be limited to 25% of original delivery period or 21 days, whichever is earlier, irrespective of delay in particular phase of delivery

4. Guarantee / Warranty: A) Composite Guarantee / Warranty: (Also refer clause no S.1 of TPS): You shall warrant the equipment supplied

- i- In accordance with the contract specification.
- ii- The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months or 3000 hrs (whichever is earlier) from the accepted date of commissioning.
- iii- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to bidder.

B) SPECIAL GUARANTEE: The following guarantee will apply for the different components from the accepted date of commissioning.

- i) Body chassis and differential – 10000 hrs or 1000 calendar days whichever is earlier.
- ii) Complete engine system – 6000 hrs or 24 months (whichever is earlier)
- iii) Transmission Assembly – 6000 hrs or 24 months (whichever is earlier)
- iv) In case of failures of engine system within 6000 hrs, the failed components of the engine system will have to be replaced/ repaired depending on the merit of the case, free of cost by you.
- v) The repair or replacement as per failure analysis must be completed within 30 days after giving information by user
- vi) Assembly, commissioning and performance testing
- vii) You shall provide the services of specialist technician to supervise the assembly, commissioning and any performance testing of the equipment and accessories supplied

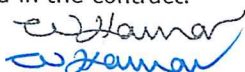
C. Guaranteed Availability: Available guarantee: i- The loader shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning

5. Performance Bank Guarantee: Performance Bank Guarantee: (Also refer clause no S.3 of TPS): Successful tenderer / Principal will have to submit the Bank Guarantee for Rs.45,44,652.00 (Rupees forty five lakhs forty four thousand six hundred fifty two only) towards the satisfactory performance during the guarantee / warranty period. The BG shall remain valid for a period 15 months from the date of supply / installation and commissioning. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period, if no claim is pending. Bank Guarantee should be as per format enclosed at Annexure C and as per details indicated in clause no 9.

6. Final Inspection: Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores

7. Payment Terms:

- i) 80% value of the equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission and Acceptance of Performance Bank Guarantee valid till 3 months after the completion of 12 months period from the date of commissioning of all the equipment covered in the contract.





2/62

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A & 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post / Speed Post to "General Manager (MM) I/c, Materials Management Wing, Western Coalfields Limited, HQ, Coal Estate, Civil Lines, Nagpur - 440001, Maharashtra" by Registered Post/AD.

Any extension / amendments to the BG shall be done following the same procedure as above.

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV / 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV / 767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible. The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

10. Consignee & Allocation:- GSTIN no 27AAACW1578L1ZW (for areas in Maharashtra State)

Qty	Area	Project	POSTAL ADDRESS OF THE CONSIGNEE
1 no	Pathakhera	Tawa - II-1no	The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera Area, PO : Pathakhera, Distt: Betul (M.P) Pin: - 460449
1 no	Wani North	Kolarpimpri OCM-1no	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area, PO : Ukni, Distt: Yavatmal (M.S) Pin: - 443504
2 nos	BALLARPUR	Durgapur OCM-1no Pauni II Expn OCM-1no	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) Pin: - 442 701
4 nos	Nagpur	Adasa UG to OC- 1no Bhanegaon OCM-1no Kamptee OCM- 1no Gondegaon OCM-1no	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur area, PO : Silewara Colliery, Distt:-Nagpur (M.S) 441109
2 nos	Majri	New Majri UG to OC- 1 no Yekona OC-1 no	The Depot Officer, Regional Stores, Western Coalfields Limited, Majri Area, PO : Shivaji Nagar, Distt:-Chandrapur (M.S) Pin: - 442 603
3 nos	Chandrapur	Durgapur OCM HL OC-1 no Bhatadi OC-1 no	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S) Pin: - 442 403
1 no	Umrer	Dinesh OCM-1no	The Depot Officer, Regional Stores, Western Coalfields Limited, Umrer Area, PO : Umrer Project, Distt:-Nagpur (M.S) Pin: - 441204

11. Paying Authority: General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440 001 for the equipment.

12. EFT Details :- (bank mandate submitted by you alongwith the offer is at Annexure "E")

W. K. Kite

[Signature]

4/42

Order no 11000110160174 dt 23.11.2020 for supply of Front End Loaders; M/s Eimco Elcon (India) Ltd

ii) Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by Staff Officer of the technical department of the area / Area General Manager of WCL, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period (if any) from the date of commissioning of the equipment by the paying authority.

8. Security Deposit: You are required to submit the Security Deposit. Security Deposit shall be for an amount of ten per cent of the total landed value of the contract including all taxes, duties & other costs and charges, without considering the Input Tax Credit (ITC) against GST i.e. for Rs.45,44,652.00 (Rupees forty five lakhs forty four thousand six hundred fifty two only). The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-B from a RBI Scheduled Bank in India (on a non-judicial stamp paper) as per clause no 9 within 15 days from date of notification of award or placement of order.

The Security Deposit shall be in the same currency in which contract is to be signed / Supply Order issued.

In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.

If you fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

If you fail to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.

In cases where the you will not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, **a penalty equivalent to 0.5%** (half percent) **of SD amount** for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

9 Bank Guarantee towards SDBG / PBG

For arriving at the value for Bank Guarantee to be submitted, the order value will be arrived at by adding all the Taxes & Duties applicable to the Free Delivery at Site Price of the materials on order as applicable on the date of opening of price bid.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:


W. K. Khamar



3/12

Name of the Bank	State Bank of India
Branch & Location	Special Commercial branch, Jay Laxmi Plaza, Anand 388001
Account Number	10201747608
Nature of Account	Cash Credit
IFS CODE of the Branch	SBIN0004084

13. Mode of dispatch: All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

14. Liquidated Damages clause: In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

- To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
- To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- To forfeit the security deposit full or in part.
- Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of Liquidated Damages.

15. SUBMISSION OF BILLS:

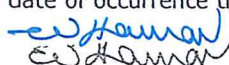
a. For claiming 80% payment for equipment & 100% payment of 1st year Spares, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST rule 2017), if applicable.
- Consignment note / RR/ LR in original.
- Warranty / Guarantee certificate, if applicable.
- Manufacturer's test certificate, if applicable.
- DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- Price Certificate and Price Fall Certificate
- Any other document indicated elsewhere in the order & specifications

b. For Claiming 20% payment of Equipment and the following documents are to be submitted

- Pre-receipted and stamped bill for 20% payment.
- Commissioning Certificate from the respective Area General Manager / Staff Officer (Excv) of area
- Any other document indicated elsewhere in the order

16. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate


E. J. Hanuman



5/12

this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

17. Lowest Price Certificate: You have undertaken that the prices quoted by them for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization and also to submit the certificate as under:

"This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization".

18. Price Fall Clause: "You have undertaken that you have not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

(i) The currency of contract will mean the period till completion of supply.

(ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

(iii) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. "

19. Risk Purchase Clause: In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

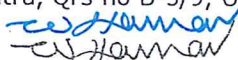
20. Manufacturing certificate: As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.

"Certified that the items supplied and included in this bill/ invoice are of your own make and have been actually manufactured in your works situated at _____ (address of the factory)

21. Integrity Pact: Integrity Pact as per format (Annexure E of the NIT) signed and furnished by you along with the offer shall remain valid and applicable for this contract.

The name of the IEM for this tender are:

Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022









6/42

22. Settlement of Disputes through Court of Law of Competent Jurisdiction: The Courts in whose territorial jurisdiction the place from where Tenders / contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this NIT / resultant purchase Order/Contract. Therefore any disputes/claims arising out of the NIT with bidders or arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law

Unless otherwise specified above, the purchase order shall also be governed by the terms and conditions given in the General terms and conditions enclosed.

This order is issued with this acceptance. Kindly acknowledge the receipt of this order.


23/11/2020
(Dr. Y. Venkata Ramana)
Chief Manager (MM)

Yours faithfully

(K.S.R. Divakar)
Chief Manager (MM)

Enclosures: -

- Annexure-A : Scope of supply and Technical specifications
Annexure B: Security Deposit Bank Guarantee format
Annexure-C: Performance Bank Guarantee format
Annexure- D: General Conditions of the Contract
Annexure-E: Bank Mandate

Copy to :


- GM(E&M) HOD, WCL(HQ), Nagpur
- AGM / SO(E&M)/SO(MM)/AFM/Depot Officer, WCL, Pathakhera/ Wani North /Ballarpur/ Majri/ Chandrapur / Umrer / Nagpur
- GM(CP)/ GM(Fin.) I/c -1 / GM(Fin) I/c-II/ GM(P&P) , WCL Hq., Nagpur
- RD, CMPDIL, RI IV, Nagpur
- GM(MM), CIL, SECL, MCL, CCL, BCCL, ECL, NCL
- TS to DT(P&P), WCL, Nagpur
- Chief Manager (MM/Admn.), WCL(HQ) – The Landed value of the order is Rs.4,54,46,520.00
- IEM, Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
- IEM, Shri A.K.Mohapatra, Qrs no B-5/9, Unit – 9, Bhoi Nagar, Bhubaneswar 751022

This is issued with the approval of Competent authority (approved on 23.10.2020)

Indent details:

S N	Indent no	Indent date	Project	Qty (no)	Area
1			Durgapur OCM	1	
2	Ind/19-20/3160/00258	23.08.2019	HL OC	1	Chandrapur
3			Bhatadi OCM	1	
4	Ind/19-20/3660/00388	23.08.2019	Gauri Deep OCM	1	Ballarpur
5			Pauni II Expn OCM	1	
6	Ind/19-20/4460/00270	23.08.2019	New Majri UG to OC	1	Majri
7	Ind/19-20/4460/00271	23.08.2019	Yekona OC	1	
8	Ind/19-20/4660/00312	23.08.2019	Kolarpimpri OC	1	Wani (N)
9	Ind/19-20/4560/00273	23.08.2019	Dinesh OCM	1	Umrer
10			Bhanegaon OCM	1	
11	Ind/19-20/3260/00270	23.08.2019	Kamptee OCM	1	Nagpur
12			Gondegaon OCM	1	
13	Ind/19-20/3560/00270	20.08.2019	Tawa – II	1	Pathakhera
14	Ind/19-20/3260/00140	07.06.2019	Adasa UG to OC	1	Nagpur
			Total	14	

Budget Reference: **(Capital)**: WCL/CAP/OPM/2020-21/12/50/52 Dt 13.11.2020 for Rs.4,54,46,520.00


23/11/2020
Chief Manager(MM) P-III


23/11/2020
Chief Manager(MM) P- I

7/42

Detailed Technical Specifications for Front End Loader / Pay Loader

Specification Parameter	Value
ITEM/EQUIPMENT: FRONT END LOADER with minimum 3M ³ Bucket Capacity, and minimum Pay load capacity 3.3 Tonne, Tyre Mounted, Self propelled, Articulated wheel loader Powered by a direct injection 4-stroke liquid cooled Diesel Engine as per latest BS-III /BS-IV norms	
2-PARAMETER	
A-WHEEL LOADER	
1) Make	EIMCO ELECON (I) LTD
2) Type,	ARTICULATED WHEEL LOADER
3) Model	AL520
4) Max. over - all length in MM	7067 MM
5) Max. over - all weight in Kgs	11000 KGS
6) Max. over - all width including Tyres in MM	2590 MM
7) Clearance diameter - bucket at carry in MM	11694 MM
8) Max. over all height-bucket at full raise in MM	5117 MM
9) Minimum dumping height (The height from ground level to tip of tooth of bucket in dumping position at 45degree angle)	2598 MM
B-ENGINE	
1-Make	ASHOK LEYLAND
2-Type	TCIC ENGINE
3-Model	H6ETIC3R
4-KW at RPM	99 KW @ 2300 RPM
5-No. of cylinders	6 CYLINDERS
6-Bore x Stroke in MM	104 X 113
7-Max. Torque at RPM	475 Nm @ 1700-1900 RPM
C-TRANSMISSION	
1-Make	AVTEC
2-Type	ELECTRICAL POWER SHIFT
3-No. of Gear speeds - forward and reverse	2-FORWARD, 1-REVERSE
4-Travel speed forward and reverse in kmph	FORWARD: 10-35 KMPH, REVERSE: 14 KMPH
D-HYDRAULIC SYSTEM	
1-Make	EIMCO ELECON (I) LTD
2-Type	OPEN LOOP
E--PUMP	
1-Make	PARKER/CASSAPA/HYDRECO
2-Type/Model	GEAR/PGP365
3-Operating pressure in bar	210 BAR
F-CYLINDER	
1-Make	CANARA HYDRAULICS/DANTAL HYDRAULICS PVT. LTD.
2-Type/Model	DOUBLE ACTING
3-Relief valve : Operating pressure in bar	210 BAR
4-Hydraulic cycle time	AS FOLLOWS
5-Raise lift arm (loaded) in seconds	5.9 SEC, +/- 0.5 SEC
6-Dump bucket (loaded) in seconds	1.5 SEC, +/- 0.5 SEC
7-Lower lift arm (empty) in seconds	3.7 SEC, +/- 0.5 SEC
8-Total cycle time in seconds	11.1 SEC, +/- 0.5 SEC
G-BRAKES	
I-SERVICE BRAKES	
1-Type	HYDRAULIC DISC BRAKE
2-Actuating system	PEDAL OPERATED
II-PARKING BRAKES	
1-Type	MECHANICAL EXPANDING SHOE TYPE
2-Actuating system	HAND LEVER
H-STEERING	
1- Type and make	HYDROSTATIC STEERING SYSTEM, EIMCO ELECON

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8/42

2- Emergency Steering method (if applicable)	NOT APPLICABLE.
3- Steering angle (each direction)	± 38°, +/- 2 Deg.
4-Final drive: Type and make	ORBITROL/EATON
I-TYRE	
TYRE make & type	BKT/JK/CEAT, HEAVY DUTY
2-TYRE size	14 X 25
3- Ply rating/Tread	20 PR
4- Rim size	10 X 1.5 - 25
J-ELECTRICAL SYSTEM	
1- Starter make & model	BOSCH, F002
2- Starter control make & model	BOSCH, F002
3- Alternator make & model	LUCAS TVS, SA 28
4- Batteries - Nos. and rating	12V, 130 AH X 2
5- Lighting details	2 FRONT, 4 WORK LIGHT, 2 TAIL, 1 CABIN, 2 FOG LAMP
K-SITE CONDITIONS	
SITE CONDITIONS	
1-'Max./min. ambient air temperature : 50°C/5°C	
2-'Relative humidity (Max.): 98.00%	
3-'Altitude (From MSL) min./max.: 100 M/1000 M	
4-'Environment (Atmosphere): Dusty, Hot, Humid & Rainy	
5-Wind speed (min./max.) Km/hr: 8/100	
6-'Under foot: Slushy and highly abrasive	
L-CONFIRMITY TO STANDARDS :	
CONFIRMITY TO STANDARDS :	
1-'STANDARDS/APPROVAL: A-The equipment shall have to meet approval of the statutory Government Authorities (if applicable). B-The standards to be followed as per valid BIS/ISO/International standards/ SAE Wherever applicable for Earth Moving Machinery (wheel loader) and the self attested photo copy of Standards references shall be enclosed for Power, Hydraulic brakes, steering, operator's cabin, controls and displays, FOPs and ROPs bucket guards and shields, ground speed, turning dimension etc.	
M-DUTY CONDITION :	
DUTY CONDITION :	
1-'Loading material: The loader shall be capable of loading for protracted periods on a system of 3 shifts each of 8 hrs duration per day through out the year; coal having a average density of 1100 Kg/Cu.m.	
N-SCOPE OF SPECIFICATIONS :	
SCOPE OF SPECIFICATIONS	
1-This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on site erection and commissioning of a diesel powered, self propelled articulated wheel loader of minimum 3 M ³ bucket capacity with pay load capacity not less than 3.3 Tonne.	
O-SPARE PARTS PROVISION :	
SPARE PARTS PROVISION	
1-' You shall warrant that sufficient spares and servicing facility will be available to maintain the equipment in use throughout its life.	
2-Life Time spare parts : You have undertaken and guaranteed to produce and maintain stock to be available for purchase by the purchaser under separate agreement of all spare parts and consumables as may be required for maintenance and repair of the machine throughout its working life of min. 10 years. In the event that you wish to terminate production of such spare parts, you shall (A) give six months notice in writing prior to terminate the production of spare parts in order to permit reasonable time to procure needed requirements, and (B) immediately following termination provide to the purchaser at no cost, manufacturing drawings, material specification and all necessary permission to facilitate manufacture of the spare parts elsewhere.	
P-TECHNICAL PARAMETER :	
TECHNICAL PARAMETER :	
a-'ENGINE:	
1-The loader shall be powered by a direct injection 4-stroke liquid cooled diesel engine.	
2-The engine shall be provided with 24 V electric starting with following fitments.	
3-'Dry type two stage air cleaner.	
4-'Manual/Automatic dust evacuator	
5-'Dust level indicator	
6-'2 stage fuel filter with water separator.	
7-The engine shall have a water jacket cooling system, thermostatically controlled.	

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9/42

8-An engine driven water pump with the cooling water re-circulated through a heavy duty radiator so that the loader can be operated continuously at the full rated output at the max ambient temperature.
9-'An engine driven oil pump with full oil filtration and cooling for lubrication in all the moving parts.
10-'Engine and oil sump: Adequate arrangement for protection from external damage to be provided.
b-TRANSMISSION:
Transmission with torque converter, planetary gear box with full power shift control with following parameters (or) Hydrostatic transmission.
1-'Soft shift feature for full power shift between forward and reverse.
2-Oil cooling pressure circulation.
3-'The transmission shall be provided with an adequate pan guard for protection from external damage and designed such a way so that it can accumulate minimum dirt and debris.
c-'DRIVE SYSTEM & ATTACHMENTS
1-'A dynamically balanced propel shaft with universal joints at both ends should be utilized for transmission of power.
2-'Adequate means should be provided to prevent damage to other components in the event of failure of the universal joints.
3-'The final drive shall comprise a heavy duty differential with high quality, heavy duty gear pinion and drive axle.
4-'Steering: Full hydraulic arbitral power steering and emergency steering (if applicable), which complies and conforms to latest ISO/ BIS/ IS/ SAE shall be provided.
5-'Hoses: All hoses shall be of high quality and grouped as far as possible and dipped to reduce damage from scuffing.
6-Brakes: Suitable, reliable fail safe service, and parking brakes which comply with latest ISO/ BIS/ IS/ SAE shall be provided.
7-Service Brakes: i-The service brakes should be air and/or oil actuated. They should be operated automatically in the event of low air/oil pressure, below a level specified by the manufacturer.
ii- The brakes should be designed in such a way that it prevents entry of dirt, dust and water and also requires low maintenance.
8(i)-'Tyres: Adequate size, heavy duty, heat and cut resistant Tyre suitable for Rough Terrain in mining application.
8(ii)-'Tyres selected such size which are available in Indian market
9-'Bucket lifting mechanism: i- The main lift arm and linkages/Z bar linkage should be sturdily built, properly supported and adequately lubricated to ensure faster loading and unloading of the bucket with reduced strain on the hydraulic system.
ii- Hydraulic tank, filter and sump screen should be serviceable
10-'Bucket: The loader shall be fitted with a hard faced general purpose bucket not less than 3.3 tonne payload capacity and 3 Cu.M bucket capacity rated according to latest ISO/ BIS/ IS/ SAE with spill board attachment and easily replaceable teeth.
11-'Fuel tank: The fuel tank shall be of sufficient capacity to allow 18 hours operation without re-filling and be provided with a level indicator and a lockable hinged filler cap. Bidder to indicate fuel tank capacity in liters.
12-'Operator's cabin: 1-All operating controls, monitoring and working signals should be conveniently located in the consoles within easy reach of the operator and shall comply with specific ISO/ BIS/ IS/ SAE.
12-'2-Steps, walkways, side door and hand rails, which comply with ISO/ BIS/ IS/ SAE shall be provided for access to the operator's cabin and service points.
12-'3- Air Conditioner should be provided in Operator's Cabin
d-'INSTRUMENTS / SAFETY ITEMS :
1-Gauges & indicator
i'- Water and Converter oil temp. meter
ii- Engine oil pressure gauge / indicator
iii- Fuel capacity meter/gauge
iv- Engine hour meter
v- Air pressure gauge (if applicable)
2-Warning Alarms
3- Audio-Visual warning alarms shall be provided for
i) Reversing
ii) Engine oil pressure
e-'Electricals
1'- 24 V DC electrical system with suitable rated alternator of reputed make.
2- Electric starter
3'- High capacity batteries of reputed make.
4'- Battery isolation switch
5- All the electrical circuits shall be protected by adequately rated fuses.

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E. J. Hamman

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6 Lights
i- Front and rear lights (as per standard)
ii- Stop and tail light (as per standard)
iii- Instrument panel and cabin lights (as per standard)
iv- Fog lamps (as per standard)
f-'Guards and shields: Adequate guards and shields, which comply with relevant ISO/ BIS/ IS/ SAE shall be provided through-out the loader.
g-Fire Extinguisher: A fire extinguisher shall be provided on the loader, suitably mounted in a heavy duty bracket for ease of removal. The extinguisher shall be dry power (cartridge type) with a minimum capacity of 3 Kg (min.) and shall comply with Indian Standard IS:2171-1999/International Standard/ISO/SAE.
h-Lubrication : Automatic Centralized Lubrication System
i-'Rear view : Rear View Camera System
j-'Ancillary equipment and other requirements: 1) Draw bar with pin, 2) Fan guard, 3) Fenders, 4) Double horn, 5) Tyre inflation kit, 6) Hood sides
k-'Spare wheel: one spare wheel complete (rim, tyre and tube)
S-WARRANTY / GUARANTEE :
1-'COMPOSITE WARRANTY/GUARANTEE: You shall warrant the equipment supplied
i- In accordance with the contract specification.
ii- The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months or 3000 hrs (whichever is earlier) from the accepted date of commissioning.
iii- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to bidder.
2-Performance guarantee: Available guarantee :
i- The loader shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning
ii-The availability will be calculated as per the following formula. $\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$ <p>where, Down time = Maint. hrs + B/d hrs.</p>
3-PERFORMANCE BANK GUARANTEE;
i'- The availability guarantee shall be backed by a lean guarantee of 10% of the value of the equipment, which shall be kept valid for a period of 15 months from the date of supply of the equipment.
ii- You shall ensure that the availability of the equipment over a period of 12 months after commissioning does not fall below 85%.
iii- For every one percent fall in availability below 85%, 1% value of the equipment will be deducted.
iv- In case the fall in percentage availability below 85% exceeds 10%, the equipment will be rejected outright and you will have to refund the full amount in cost of equipment as per the supply order.
4-SPECIAL GUARANTEE: The following guarantee will apply for the different components from the accepted date of commissioning.
i) Body chassis and differential – 10000 hrs or 1000 calendar days whichever is earlier.
ii) Complete engine system – 6000 hrs or 24 months (whichever is earlier).
iii) Transmission Assembly – 6000 hrs or 24 months (whichever is earlier)
iv- In case of failures of engine system within 6000 hrs, the failed components of the engine system will have to be replaced/ repaired depending on the merit of the case, free of cost by the supplier.
v- The repair or replacement as per failure analysis must be completed within 30 days after giving information by user.
vi-Assembly, commissioning and performance testing :
vii- You shall provide the services of specialist technician to supervise the assembly, commissioning and any performance testing of the equipment and accessories supplied.
5-TRAINING :
i- You shall also be responsible for the provision and delivery content of any suitable training programme necessary for operation and maintenance of the equipment.
6-SUPPLEMENTARY ITEMS :
i-First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.
ii-All filters and 'O' rings required for first 3000 working hours.
T. Inspection: Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the Consignee on receipt of stores.
U-SUPPLIERS RESPONSIBILITY :


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11/12

Order no 11000110160174 dt 23.11.2020 for supply of Front End Loaders; M/s Eimco Elcon (India) Ltd

1- You accepted responsibility for the provision of complete operable and compatible equipment and systems within the scope of supply. Apart from the major items as indicated in the specification supplier shall ensure that the total supply includes all necessary equipment for it to function effectively and safely. Any additional items you consider necessary to ensure compliance with such a requirement shall be identified and included.
2-If you observe that this specification document contains any anomalies, ambiguities, flaws, errors or omissions, you immediately bring these to the attention of the purchaser.
W-DOCUMENTS TO BE SUBMITTED ALONG WITH CONSIGNMENT :
1-Suitably illustrated copy of operating, repair and maintenance instruction manual for all the equipment, in English language - 2 Sets. (1 set hard copy & 1set soft copy)
2-Illustrated copy of detailed spare parts manuals covering all plant, equipment and accessories - 2 Sets (1 set hard copy & 1set soft copy)
3-Detailed drawings illustrating erection/assembly, foundation for drive motor, transmission etc - 2 Sets (1 set hard copy & 1set soft copy)
4-All the test certificates.


23/11/2020
Chief Manager(MM) P-III


23/11/2020
Chief Manager(MM) P-I

